

BEFORE THE TENNESSEE REGULATORY AUTHORITY

JOINT PETITION OF UNITED TELEPHONE -)
SOUTHEAST, INC. D/B/A SPRINT AND @LINK)
NETWORKS, INC. D/B/A/ @LINK FOR APPROVAL OF)
AN INTERCONNECTION AGREEMENT UNDER)
SECTION 252(e) OF THE TELECOMMUNICATIONS)
ACT OF 1996.)

Docket No. _____

00 01/077

JOINT PETITION

United Telephone – Southeast, Inc. d/b/a Sprint (“Sprint”) and @Link Networks, Inc. d/b/a @Link (“@Link”) respectfully submit for the Authority’s approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “1996 Act”)¹, the attached Interconnection Agreement dated September 28, 2000 (the “Agreement”). The Agreement provides for the interconnection of the two companies’ networks and makes available to @Link access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Sprint. Sprint and @Link respectfully request that the Authority act within the 90 days specified by the 1996 Act and approve the Agreement.

In support of this request, Sprint and @Link state as follows:

THE PARTIES

1. Sprint is an incumbent local exchange carrier authorized to provide local exchange telephone service in Tennessee.
2. @Link is a competitive local exchange carrier that has been granted authority to provide local exchange and interexchange service in Tennessee pursuant to an order issued on March 29, 2000 in Docket No. 99-00663.

¹ 47 USC §§251, 252 (2000).

THE AGREEMENT

3. @Link has exercised its right under Section 252 (i) of the 1996 Act to opt into the Interconnection Agreement between Sprint and New Edge Network, Inc. ("New Edge"), which the Authority approved on October 30, 2000 in Docket No. 00-00987. The Sprint/@Link Agreement is based on that approved agreement.

4. The Agreement sets forth the terms, conditions and prices under which Sprint will offer and provide to @Link network interconnection, reciprocal call termination, access to network elements, ancillary network services, and wholesale telecommunications services available for resale within each area in which Sprint operates in Tennessee. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

COMPLIANCE WITH THE 1996 ACT

5. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State commission may only reject . . . an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

6. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, any other telecommunications carrier authorized to provide local telephone service in

Tennessee may obtain the interconnection, unbundling and resale arrangements specified in the Agreement on the same terms and conditions. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Sprint pursuant to Section 252 of the 1996 Act.


7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing @Link to compete with Sprint as a facilities-based local telephone service carrier.

APPROVAL OF THE AGREEMENT

8. The parties respectfully request that the Authority expedite its review of the Agreement to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Authority has 90 days to approve or reject the Agreement, the parties respectfully request that the Authority act sooner than that date if at all possible.

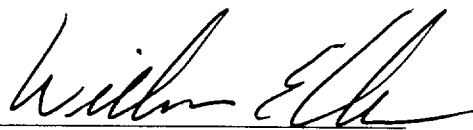
WHEREFORE, Sprint and @Link respectfully request that the Authority approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



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Dated: November 30, 2000

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between @Link Networks, Inc. d/b/a @Link ("CLEC") and United Telephone - Southeast, Inc. d/b/a Sprint ("Sprint"), herein collectively, "the Parties", is entered into and effective this 28th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and NEW EDGE NETWORK, INC., including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until March 1, 2002.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder

shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To @Link Networks, Inc. d/b/a @Link Inc.:

Constance A. Kirkendall, Esq.
@Link Networks, Inc.
2220 Campbell Creek Blvd., Suite 110
Richardson, TX 75082

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

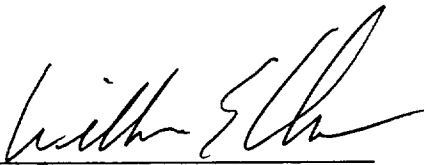
PARTIES

@Link Networks, Inc. d/b/a @Link is hereby substituted in the Adopted Agreement for NEW EDGE NETWORK, INC., and Sprint shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

Sprint

@Link Networks, Inc.

By: 

By: 

Name: William E. Cheek

Name: Tim O'Neill

Title: VP-Sales & Account Mgmt

Title: Chief Network Officer

Date: 10/8/00

Date: OCT 5 2000